# **Comtex Corporation**

#### TITLE SHEET

#### KENTUCKY TELECOMMUNICATIONS TARIFF

This tariff applies to the intrastate resale telecommunication services furnished by Comtex Corporation, between one or more points in the State of Kentucky. This tariff is on file with the Public Service Commission of Kentucky and copies may be inspected, during normal business hours, at the Company's principal place of business at 2601 Elliott Ave., Suite 3158, Seattle, WA 98121.

> PUBLIC SERVICE COMMISSION OF KENTUCKY **EFFECTIVE**

> > SEP 09 1998

ISSUED:

July 31, 1998

EFFECTIVE: PURSUANT TO 807 KAR 5.011.

SECTION 9 (1)

BY: Stephand Bue SECRETARY OF THE COMMISSION

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ISSUED BY:

**COMTEX CORPORATION** 

Jason Sidell

#### **CHECK SHEET**

Sheets 1 through 25, inclusive, of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

SHEET	REVISION	
1	Original	
2	Original	
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PURSUANT TO 807 KAR 5:011. SECTION 9 (1)

BY: Stephan Bul

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PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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### CONCURRING, CONNECTING OR OTHER PARTICIPATING CARRIERS

There are no concurring, connecting or participating carriers.

## EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND ABBREVIATIONS OF TECHNICAL TERMS

The following symbols shall be used in this tariff for the purpose indicated below:

- (R) to signify reduction.
- (I) to signify increase.
- (C) to signify change regulations
- (T) to signify a changed in text but no change in rate or regulation.
- (N) to signify new rate or regulation.
- (D) to signify discontinued rate or regulation.
- (K) to signify material transferred to.
- (M) to signify material transferred from.

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#### **TARIFF FORMAT**

- A. Sheet Numbering Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the KYPSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

2 2.1 2.1.1 2.1.1.A 2.1.1.A.1.(a) 2.1.1.A.1.(a).I 2.1.1.A.1.(a).I.(i) 2.1.1.A.1.(a).I.(i).(1)

D. Check Sheets - When a tariff filing is made with the KYPSC, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current on file with the KYPSC.

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#### SECTION I - TECHNICAL TERMS AND ABBREVIATIONS

Accounting Code -

A multi-digit code which enables a customer to allocate long

distance charges to its internal accounts.

Access Line -

An arrangement which connects the Customer's location to a

COMTEX switching center.

Authorization Code -

A numerical code, one or more of which are assigned to a Customer to enable Carrier to identify use of Service on the Customer's account and to bill the Customer accordingly. Multiple authorization codes may be assigned to a Customer to identify individual users or groups of users. Entitlement to any authorization code shall create no property or other right or interest

in the use of any particular authorization code.

Authorized User -

A person, firm, corporation, or any other entity authorized by the

Customer to communicate, utilizing the Carrier's service.

Commission -

The Kentucky Public Service Commission.

Company or Carrier -

Comtex Corporation unless otherwise clearly indicated by the

context.

Customer -

The person, firm, corporation or other entity which orders, cancels, amends or uses service under this tariff and is responsible for payment of charges and compliance with the Company's tariff.

Customer and Subscriber are interchangeable.

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#### SECTION I - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D)

KYPSC -

Kentucky Public Service Commission.

Long Distance Resale Service -

Long Distance Resale Service is a public communications service for hire, which includes providing long distance service to Customers through the resale of leased lines and services provided

by multiple other common Carriers.

LEC -

Local Exchange Company.

**COMTEX** -

Used throughout this tariff to mean Comtex Corporation unless

clearly indicated otherwise by the text.

User -

The calling party utilizing the services of COMTEX and

responsible for the payment of charges.

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#### SECTION II - RULES AND REGULATIONS

#### 2.1 <u>Undertaking of COMTEX</u>

- 2.1.1 COMTEX's services and facilities are furnished for communications originating and terminating at specified points within the State of Kentucky under terms of this tariff. Service is provided twenty-four hours a day, seven days a week.
- 2.1.2 COMTEX is a resale common carrier. COMTEX's services provide intrastate long distance message telephone service to Customers for their direct transmission and reception of voice, data, and other types of communications. COMTEX may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities (such as the LEC), when authorized by the Customer, to allow connection of a Customer's location to the COMTEX network. The Customer shall be responsible for all charges due for such service arrangement. The Carrier agrees to dutifully abide by all Rules and Regulations as set forth by the KYPSC.
- 2.1.3 The Customer's monthly charge for services are based upon the total time the Customer actually uses the service.
- 2.1.4 The rates and regulations contained in this tariff apply only to the services furnished by COMTEX and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a LEC or other common carrier for use in accessing the services of COMTEX.

#### 2.2 Initial Contract Period and Termination of Service by Customer

- 2.2.1 Contract Periods -- The initial contract period for service and facilities is thirty (30) days.
- 2.2.2 Termination by Customer--Service may be canceled at any time by a Customer taking switched services. A Customer taking dedicated WATS or Point-to-Point services may cancel service on not less than thirty (30) days prior written notice to Carrier.

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#### 2.3 Obligation of Customer

2.3.1 The Customer will assume responsibility for all usage and services billed.

#### 2.4 <u>Limitations</u>

- 2.4.1 Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.
- 2.4.2 COMTEX reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.
- 2.4.3 COMTEX does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.4.4 All facilities and services provided under this tariff are directly or indirectly controlled by COMTEX and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- 2.4.5 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

#### 2.5 Use

2.5.1 Services provided under this tariff may be used for any lawful purpose for which the service is technically suited.

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SECRETARY OF THE COMMISSION

#### 2.6 Liability of Carrier

- 2.6.1 Liability of the Carrier for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in the transmission occurring in the course of furnishing service, channels or other facilities and not caused by the negligence of the Customers, commences upon activation of service and in no event exceeds an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays or errors or defects in the transmission occur, or as otherwise determined in a court of law. For the purposes of computing such amount a month is considered to have thirty (30) days.
- 2.6.2 In no event will Carrier be responsible for consequential damages or lost profits suffered by Customer on account of interrupted or unsatisfactory service unless Carrier is found to have been grossly negligent.
- 2.6.3 The Carrier is not liable for any act or omission of any other company or companies furnishing a portion of the service. No agents or employees of other carriers shall be deemed to be agents or employees of the Carrier.
- 2.6.4 The Carrier shall not be liable for and the Customer indemnifies and holds the Carrier harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or persons, for any personal injury to, or death of, any person, or persons, and for any loss, damage, defacement or destruction of the premises of the Customer or any other property whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, act of God, fire, war, civil disturbance, or act of government which is not the direct result of the Carrier's control or negligence.

Acceptance by the Commission of the liability provisions contained in this tariff does not constitute its determination that the limitation of liability imposed by the company should be upheld in a court of law, but the recognition that, as it is the duty of the courts to adjudicate negligence claims and rights to recover damages therefor, so it is the duty of the courts to determine the validity of the exculpatory provisions of this tariff.

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#### 2.7 Responsibilities of the Customer

- 2.7.1 The Customer is responsible for compliance with the applicable regulations set forth in this tariff.
- 2.7.2 The Customer is responsible for identifying the station, party, or person(s) both initiating (calling party) and receiving (called party) communication via COMTEX' network.
- 2.7.3 The Customer is responsible for placing any necessary orders; for complying with tariff regulations; and for assuring that users comply with tariff regulations.
- 2.7.4 The Customer is responsible for arranging access to its premises at times mutually agreeable to COMTEX and the Customer when required for COMTEX personnel to remove equipment associated with the provision of COMTEX's services.
- 2.7.5 The Customer shall ensure that Customer's terminal equipment and/or system is properly interfaced with COMTEX's facilities or services, that the signals emitted into COMTEX's network are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer and in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers.
- 2.7.6 If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to COMTEX equipment, personnel, or the quality of service to other Customers, COMTEX may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, COMTEX may, upon written notice, terminate the Customer's service.
- 2.7.7 The Customer must pay COMTEX for replacement or repair of damage to the equipment or facilities of COMTEX caused by Customer, or others, by improper use of the services, or by use of equipment provided by the Customer, users, or others.
- 2.7.8 The Customer must pay for the loss through theft of any COMTEX equipmenton installed a Customer's premises.

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#### 2.8 Restoration of Service

2.8.1 The use and restoration of service shall be in accordance with the priority system specified in part 64 Subpart D of The Rules and Regulations of the Federal Communications Commission.

#### 2.9 Discontinuance of Service

- 2.9.1 Without incurring liability COMTEX may discontinue services to a Customer or may withhold the provision of ordered or contracted services, subject to the procedures set forth in 2.9.3, under any of the following conditions:
  - 2.9.1.A For nonpayment of any sum due COMTEX for more than thirty days after issuance of the bill for the amount due.
  - 2.9.1.B For the use of telephone service for any other property or purpose than that described in the contract.
  - 2.9.1.C For failure or refusal to provide COMTEX with an adequate advance payment to insure payment of bills as described in 2.16.
  - 2.9.1.D For periods of account inactivity in excess of sixty days.
  - 2.9.1.E For failure of the Customer to make proper application prior to contracting for service.
  - 2.9.1.F In the event that the Customer supplied false or inaccurate information of a material nature in order to obtain service.
  - 2.9.1.G For violation of any of the provisions of this tariff.
  - 2.9.2.H For the use of foul or profane expressions, the impersonation of another with fraudulent intent, or of any other violation of the Communications Act of 1934, as amended, or of the rules and regulations of the Communications Communications.

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#### 2.9 <u>Discontinuance of Service</u>, (Cont'd)

- 2.9.1.I For violation of any law, rule, regulation or policy of any governing authority having jurisdiction over COMTEX's services, or
- 2.9.1.J By reason of any order or decision of a court, business service commission or federal regulatory body or other governing authority prohibiting COMTEX from furnishing its services.
- 2.9.2 COMTEX may discontinue service without notice for any of the following reasons:
  - 2.9.2.A If a Customer or Customer causes or permits any signals or voltages to be transmitted over COMTEX's network in such a manner as to cause a hazard or to interfere with COMTEX's service to others.
  - 2.9.2.B If a Customer or user uses COMTEX's services in a manner to violate the law.
- 2.9.3 Procedures for discontinuance of existing service:
  - 2.9.3.A In all other circumstances, COMTEX will provide the Customer with written notice stating the reason for discontinuance, and will allow the Customer not less than 10 days to remove the cause for discontinuance. In cases of non-payment of charges due, the Customer will be allowed at least five days, from receipt of notice to make full payment of all undisputed charges. Under no circumstances shall service be terminated before twenty (20) days after the mailing date of the original unpaid bill.

#### 2.10 Interruption of Service

2.10.1 Without incurring liability, COMTEX may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and COMTEX equipment and facilities and may continue such interruption until any items of non-compliance or improper equipment operation societate feetings on OF KENTUCKY

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#### 2.10 <u>Interruption of Service</u>, (Cont'd)

- 2.10.2 Service may be discontinued by COMTEX without notice to the Customer, by blocking traffic to certain countries, cities, or NXX exchanges, or by blocking calls using certain customer authorization codes, when COMTEX deems it necessary to take such action to prevent unlawful use of its service. COMTEX will restore service, as soon as it can be provided, to the affected Customer and assign a new authorization code to replace the one that has been deactivated.
- 2.10.3 Credit allowances for interruptions of service which are not due to the Carrier's testing or adjusting, to the negligence of the Customer, or the failure of channels, equipment or communication systems provided by the Customer, are subject to the general liability provisions set forth in Section 2.6 herein. It shall be the obligation of the Customer to notify Carrier immediately of any interruption of service for which a credit allowance is desired by Customer. Before giving such notice, Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any furnished by Customer and connected to Carrier's terminal. Interruptions caused by Customer-provided or Carrier's provided automatic dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via local exchange company access.

#### 2.11 Customer's Liability in the Event of Denial or Disconnection of Service

2.11.1 In the event Customer's service is denied or disconnected by the Carrier for any of the reasons stated in section 2.9, Customer shall be liable for all unpaid charges due and owing to Carrier.

#### 2.12 Reinstitution of Service

2.12.1 If Customer seeks reinstitution of service following disconnection of service by Carrier, Customer shall pay to Carrier prior to the time service is reinstituted (1) all accrued and unpaid charges and (2) a new connection fee of \$25.00.

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#### 2.13 Authorization to Obtain Credit Information

2.13.1 Carrier reserves the right to require all Customers to establish credit-worthiness to the reasonable satisfaction of Carrier. Upon application for service, Customer shall be deemed to have authorized Carrier to obtain such routine credit information and verification as Carrier shall require in accordance with its then existing credit policies.

#### 2.14 Payment Arrangements

- 2.14.1 The Customer is responsible for the payment of ALL charges for services and equipment provided to the Customer. This applies to Customers where the provision of service by Carrier includes the use of authorization (access) codes. The Customer agrees to pay to Carrier ANY cost incurred as a result of ANY DELEGATION OF AUTHORITY resulting in use of his/her authorization code.
- 2.14.2 Where a Customer, e.g. an employer, provides the use of authorization codes to his/her employees, or where the Customer, e.g. a family member, provides the use of authorization codes to his/her family relations or friend, guest, etc., the Customer agrees to pay to Carrier ANY cost incurred as a result.

#### 2.15 Deposit

- 2.15.1 COMTEX reserves the right to require a cash deposit as guaranty of payment for services from applicants and existing customers where satisfactory credit history can not be demonstrated. The following criteria will be used in determining whether a deposit will be required or waived:
  - 2.15.1.A Previous payment history with Carrier. If the Customer has no previous history with Carrier, statements from other utilities, banks, etc. may be presented by the Subscriber as evidence of good credit.
  - 2.15.1.B Whether the Subscriber has an established income or line of credit.
  - 2.15.1.C Length of time the Subscriber has resided or been located in the area.
  - 2.15.1.D Whether the Subscriber owns property in the area.
  - 2.15.1.E Whether the Subscriber has filed bankruptcy proceedings within the last seven years.

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2.15 Deposit, (Cont'd)

2.15.2 The amount of a cash deposit shall be determined by one of the following methods: The deposit amount shall be calculated using the customer's average bill using the most recent twelve month period. If actual usage data is not available, the deposit amount shall be based on the average bills of similar customers and premises in the system. Deposit amounts shall not exceed two months of the customer's actual or estimated annual bill. All accounts will be reviewed no longer than every eighteen months and deposit amounts refunded where Customer has exhibited a satisfactory payment history. Where satisfactory payment history has not been demonstrated, Company may recalculate deposits. If recalculation amount differs from deposit calculated on actual usage, by more than \$10.00 for residential Customers, or more than 10% for business Customers, than Company shall refund any over-collection and may collect any underpayment. Refunds shall be made either by check or by credit to the Customer's bill, except that the Company shall not be required to refund any excess deposit if the Customer's bill is delinquent at the time of recalculation. Interest shall accrue on all deposits at the rate prescribed by law, beginning on the date of deposit and be paid in accordance with Kentucky Rules governing utilities, Title 807, Chapter 5, Section 7, paragraph 6.

#### 2.16 <u>Taxes</u>

2.16.1 All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates. In regard to Prepaid Phone Card Service, a tax no higher than 10% will be added for all calls originated from the prepaid calling card. Tax will vary accordingly to state and municipal requirements

2.17 Right to Backbill for Improper Use of Carrier's Services

2.17.1 Any person or entity which uses, appropriates or secures the use of services from Carrier, whether directly or indirectly, in any unlawful manner or through the providing of any misleading or false information to Carrier and which use, appropriation, or securing of services is inconsistent with the stated uses, intents, and purposes of this tariff or any restrictions, conditions, and limitations stated herein, shall be liable for an amount equal to the accrued and unpaid charges that would have been applicable to the use of Carrier's services actually made by Customer. In addition, Carrier shall be entitled to recover an amount equal to a one time only late payment fee of 1.5 percent per month for the period(s) for which such charges would have been payable. Any payment received shall first be applied to the bill for service rendered. Additional payably charges shall first assessed on unpaid penalty charges.

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#### 2.18 Returned Checks

2.18.1 If Company receives a check from a Customer in payment for service rendered or for any other reason of indebtedness and which is returned from the bank due to insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or for any other reason, Company shall apply a service charge after Customer has been forwarded a notice of same five days in advance as follows:

Per Returned Check: \$10.00.

- 2.18.2 The charge shall be applied to Customer's monthly billing, in addition to any other charges which may apply under this tariff.
- 2.18.3 Payment rendered by check, which is subsequently dishonored shall not constitute payment until such time as payment is made by valid means.

#### 2.19 Customer Service

2.19.1 In the event that the customer is experiencing a service problem, the local telephone company will refer the customer to COMTEX. Questions regarding billing can also be directed to COMTEX's Customer Service Department in Seattle, Washington via mail or by dialing their toll free number, 800-722-6402. Credits to customer accounts will be applied on the next COMTEX bill.

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#### SECTION III - DESCRIPTION OF SERVICES

#### 3.1 General Description of Service

- 3.1.1 COMTEX resells facilities-based interexchange (IXC) carrier services including, but not limited to, access, switching, transport, termination and other services for the direct transmission and reception of voice, data, and other types of communications.
- 3.1.2 The Customer's monthly charge for services are based upon the total time the Customer actually uses the service.
- 3.1.3 COMTEX's billable services are offered to Customers on a monthly basis.
- 3.1.4 COMTEX's billable services are offered to Customers twenty-four hours a day.
- 3.1.5 All billable service shall remain in effect for a minimum of thirty days.
- 3.1.6 COMTEX's underlying carriers include, but are not limited AT&T Communications, Inc., MCI Telecommunications Corporation, US Sprint Communications Company, Worldcom, Wiltel, and International Telecom.
- 3.1.7 Customers may use accounting codes to identify the Customers or user groups on an account. The numerical composition of the codes shall be set by Company to assure compatibility with the Company's accounting and billing systems and to avoid the duplication of codes.

#### 3.2 Service Options

- 3.2.1 **COMTEX Residential Service**: A one-way multi-point service whereby the subscriber originates and terminates calls via residential telephone lines. Subscribers switch on through Equal Access Dialing procedures.
- 3.2.2 **COMTEX Business Service**: A one-way multi-point service whereby the user originates and terminates calls via business telephone lines.
- 3.2.3 COMTEX Travel Service: Customers may request from COMTEX a Travel Card for use in accessing the COMTEX network of carrier services when away from business telephones. Customer dials the appropriate CERVICES COMMISSION sequence specified on the Customer's COMTEX Travel Card.

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PURSUANT TO 807 KAR 5:01 (, SECTION 9 (1)

SECRETARY OF THE COMMISSION

ISSUED BY:

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Jason Sidell

2601 Elliott Avenue, Suite 3158

Seattle, WA 98121

(206) 436-2000

#### SECTION III - DESCRIPTION OF SERVICES, (CONT'D)

#### 3.2 <u>Service Options</u>, (Cont'd)

- 3.2. **COMTEX 800 Service**: COMTEX's 800 Service is available twenty-four hours a day, seven days a week. Service is provided by COMTEX's underlying carriers. Incoming calls from the COMTEX network terminate at the Customer premises via special access or business line termination.
- 3.2.5 COMTEX Prepaid Phone Card Service: This service permits use of a prepaid COMTEX Prepaid Phone Card for placing long distance calls. Service is provided by COMTEX's underlying carriers. Users may purchase COMTEX Prepaid Phone Cards from distributors and agents. COMTEX Prepaid Phone Cards are available in various denominations. The lowest denominationat \$5.00. COMTEX Prepaid Phone Cards are valid for one year from date of purchase.

COMTEX's switch tracks the long distance telephone call duration and destination for rating purposes on a real time basis. The total price of each and all calls, including applicable taxes, is deducted automatically, via software programmed interface, from the prepaid balance on the caller's COMTEX Prepaid Phone Card.

A long distance telephone call is placed by (1) dialing an 800 number to obtain access to COMTEX's network. The caller then (2) enters his/her unique calling code number. An automated voice message advises the caller of the dollar amount remaining when each call is initiated and, hearing a dial tone, the customer (3) enters the terminating area code and telephone number. (4) Immediately following, the customer is advised by an automated message how many minutes that particular call may continue. Timing begins when two-way communication is possible, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision.

COMTEX offers universal origination from anywhere in the United States, and termination both domestically and internationally. Availability of termination may be limited by COMTEX's operating authority limits, or by service availability for international direct dialing.

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PURSUANT TO 807 KAR 5:011. SECTION 9 (1)

IY: Stephand Buy

#### SECTION III - DESCRIPTION OF SERVICES, (CONT'D)

- 3.2 Service Options, (Cont'd)
  - 3.2. **Directory Assistance**: The underlying carrier provides service to COMTEX to offer directory assistance services which the Customer may access by dialing area code plus 555-1212. Customer will be billed for such service by COMTEX.
- 3.3 Service Area
  - 3.3.1 The service area of Carrier includes all points in Kentucky, including all major metropolitan areas.
- 3.4 Minimum Call Completion Rate
  - 3.4.1 Customers can expect a call completion rate of 99% during peak use periods for all Feature Group D Equal Access 1+ services. The call completion rate is calculated as the number of calls completed (including calls completed to a busy line or to a line which remains unanswered by the called party) divided by the number of calls attempted.

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BY: Stephand But
SECRETARY OF THE COMMISSION

#### SECTION III - DESCRIPTION OF SERVICES, (CONT'D)

#### 3.5 <u>Timing of Calls</u>

- 3.5.1 Residential Service: An initial minimum of one minute with calls rounded up and billed in increments of one minute. Business Service: An initial minimum of thirty seconds, rounded up and billed in increments of six seconds. Prepaid Phone Card Service: An initial minimum of one minute with calls rounded up and billed in increments of one minute each. 800 Service and Travel Service billing increments are the same as the service associated with and contracted for, Business or Residential Service.
- 3.5.2 Long distance usage charges are based on the actual usage of COMTEX's network. Usage begins when the called party picks up the receiver. When the called party picks up timing is determined by hardware answer supervision. Chargeable time ends when either party "hangs up" thereby releasing the network connection. COMTEX does not bill for uncompleted calls.

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#### **SECTION IV - RATES**

#### 4.1 COMTEX Residential Service

4.1.1 Residential Service provides facilities to complete toll calls between two points in Kentucky. The Residential Service rates are as follows:

	Plan "A"	Plan "B"	Plan "C"	Plan "D"	Plan "E"
Flat Rate	Per Minute - Initial and Additional				
All Times	\$0.2960	\$0.2660	\$0.2370	\$0.2070	\$0.1920

4.1.1.A <u>Volume Usage Discounts</u>

COMTEX Business Service Plan pricing reflects the following volume usage: Discounted pricing plans for customers using:

Plan "A" - up to \$500.00 per month.

Plan "B" - between \$500.00-\$600.00 per month - between \$600.00 - \$700.00 per month

Plan "D" - between \$700.00 - \$800.00 per month

Plan "E" - over \$800.00 per month

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#### SECTION IV - RATES, (CONT'D)

#### 4.2 **COMTEX Business Service**

Business Service provides facilities to complete toll calls between two points in Kentucky. The Business Service rates are as follows:

	Plan "A"	Plan "B"	Plan "C"	Plan "D"	Plan "E"
Flat Rate	Per Minute - Initial and Additional				
All Times	\$0.2960	\$0.2660	\$0.2370	\$0.2070	\$0.1920

#### 4.2.1.A Volume Usage Discounts

COMTEX Business Service Plan pricing reflects the following volume usage: Discounted pricing plans for customers using:

Plan "A" - up to \$500.00 per month. - between \$500.00-\$600.00 per month Plan "B" - between \$600.00 - \$700.00 per month

Plan "C" Plan "D" - between \$700.00 - \$800.00 per month

Plan "E" \$800.00 per month - over

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#### SECTION IV - RATES, (CONT'D)

#### 4.2 <u>COMTEX Business Service</u>, (Cont'd)

4.2.1.A Accounting Code Charges:

\$5.00 per month or \$0.20 per month per validated code number, whichever is greater.

- 4.3 COMTES Prepaid Phone Card
  - 4.3.1 Prepaid Phone Cards can be purchased in various denominations. The lowest denomination is \$5.00.
  - 4.3.2 Usage (Flat rate): \$0.25 per minute 24 hours per day / 7 days per week.

#### 4.4 COMTEX Travel Service

4.4.1 From origination to termination, the maximum rates are the same as the underlying service contracted for plus: An \$0.85 per call charge will be added to the regulated rates.

#### 4.5 COMTEX 800 Service

4.5.1 From origination to termination, the maximum rates are the same as the underlying service contracted for plus:

A monthly \$20.00 exclusive 800 number charge.

#### 4.6 Nonrecurring Charges

4.6.1 Residential and/or Business Service.

Service Origination:

\$50.00

4.6.2 800 Service.

Service Origination:

\$50.00

4.6.3 Travel Service

Service Origination:

\$50.00

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BY: Stephane Bay

#### SECTION IV - RATES, (CONT'D)

4.6 Nonrecurring Charges, (Cont'd)

4.6.4 Accounting Code Charges.

Set-up and/or change:

\$20.00

4.7 <u>Directory Assistance</u>

Per Call:

\$0.65

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PURSUANT TO 807 KAR 5.01 I. SECTION 9 (1)

# Globe Corporate Stay International

38851 Hills Tech Drive

Suite 700

Farmington Hills, MI 48331

From: 8/1/98 To: 11/4/98

Unit: BPZ-62614-014

Moore, Walter Blanchard Pleza (606) 371-6013

Date	Time	Called Number	Called Place	Minutes	Amount
8/4/98	11:32:31PM	(212) 233-9126	NEW YORK . NY	60	21.60
8/6/98	11:17:54PM	(212) 233-0554	NEW YORK, NY	3	1.08
8/7/98	7:24:20PM	(212) 233-0554	NEW YORK, NY	2	0.72
8/8/98	1:41:39PM	(212) 269-4640	NEW YORK, NY	3	1.08
8/8/98	6:51:40PM	(212) 233-9126	NEW YORK, NY	ŧ	0.36
8/8/98	7:08:54PM	(212) 436-2502	NEW YORK, NY	1	0.36
8/3/98	7:09:34PM	(718) 526-9168	QUEENS, NY	1	0.36
8/8/98	11:02:57PM	(212) 233-9126	NEW YORK, NY	105	37.80
8/10/98	12:18:30AM	(212) 233-0554	NEW YORK, NY	2	0.72
8/10/98	12:24:44AM	(212) 233-9126	NEW YORK, NY	12	4.32
8/10/98	7:39:18AM	(212) 272-4023	NEW YORK, NY	ı	0.36
8/10/98	11:04:36PM	(212) 233-9126	NEW YORK, NY	41	14.76
8/11/98	12:23:24AM	(212) 233-9126	NEW YORK, NY	15	6.84
8/11/98	11:12:23PM	(212) 353-3258	NEW YORK, NY	i	0.36
8/13/98	10:07:14PM	(212) 233-9126	NEW YORK, NY	i	0.36
8/18/98	12:29:17AM	(404) 659-0000	ATLANTA, GA	2	0.72
8/20/98	12:01;50AM	(212) 233-9126	NEW YORK, NY	13	4.68
8/21/98	9:01:08AM	(212) 614-4857	NEW YORK, NY	5	1.80
8/21/98	9:15:07AM	(212) 614-4857	NEW YORK, NY	1	0.36
8/21/98	10:24:44AM	(212) 614-4432	NEW YORK, NY	2	0.72
8/21/98	7:39:30PM	(212) 233-7934	NEW YORK, NY	16	5 76
8/21/98	8:00:24PM	(212) 233-0554	NEW YORK, NY	16	5.76
8/22/98	10:22:27AM	(212) 353-3258	NEW YORK, NY	25	9.00

Cali Subtotal	\$ 119.88
Taxes	
Federal Excise Tax 3.00%	\$3.60
State and Local Taxes 9.00%	\$10.79
Tax Subtotal	\$14.39
Current Due	\$ 134.27
Summary (23 Call Records)	PUBLIC SERVICE COMMISSION OF KENTUCKY
Thank you for staying with Cornerate Acce	FEFECTIVE

Thank you for staying with Corporate Accommodations. Please call (800) 555-1234 if you have any questions.

SEP 09 1998

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BY: Stephan Buy

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12/11/98